

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS

VALTECH, LLC,	)	
	)	
	)	
Plaintiff,	)	Civil Action No. 1:14-cv-00134
v.	)	Honorable Charles P. Kocoras
	)	
18TH AVENUE TOYS LTD. and	)	
TOYS 4 USA INC.	)	
	)	
Defendants.	)	
	)	

**CONSENT JUDGMENT AND PERMANENT INJUNCTION**

**The Parties Agree and the Court hereby finds:**

- A. Plaintiff Valtech Inc. (“Valtech”) is an Illinois corporation with its principal place of business in Hodgkins, Illinois.
- B. Defendant Toys4USA Inc. (“Toys4”) is a New York corporation with its principal place of business in Brooklyn, New York.
- C. Defendant 18<sup>th</sup> Avenue Toys Ltd. (“18<sup>th</sup> Avenue”) is a New York corporation with its principal place of business in Brooklyn, New York.
- D. Valtech commenced this lawsuit in 2014 against entities related to Defendants Toys4 and 18<sup>th</sup> Avenue and, on December 9, 2014, filed a Second Amended Complaint against Toys4 and 18<sup>th</sup> Avenue.
- E. The parties engaged in substantial discovery, and all parties were represented by counsel.
- F. In order to resolve this lawsuit, both Toys4 and 18<sup>th</sup> Avenue have consented to the facts and the entry of this judgment of infringement and injunction against further infringement.

### **JUDGMENT AND ORDER**

It is hereby ORDERED, ADJUDGED, and DECREED as follows, and the Court makes the following Findings of Fact and Conclusions of Law:

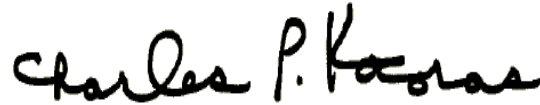
1. This Court has jurisdiction over the parties and the subject matter.
2. Venue properly lies in this District.
3. Valtech has valid and protectable trade dress rights in its MAGNATILES® Clear Colors toy magnetic building tiles, which trade dress comprises: an interior, spoke-like design which differs depending on the shape of the tile; smooth, single-planar surfaces; and corner rivets. This trade dress is depicted in the Second Amended Complaint filed in this action and also in Exhibit 1 hereto (“Valtech’s Trade Dress”).
4. Valtech has used its Trade Dress in interstate commerce since at least as early as 2002.
5. Valtech’s Trade Dress has acquired distinctiveness and is non-functional.
6. Toys4 began selling toy building magnetic tiles shown in Exhibit 2 in approximately May 2013. The tiles shown in Exhibit 2 infringe Valtech’s Trade Dress, in violation of 15 U.S.C. §1125(a), because the tiles in Exhibit 2 are likely to cause and/or have caused confusion in the minds of the relevant consumers.
7. 18<sup>th</sup> Avenue began selling toy building magnetic tiles shown in Exhibit 3 in approximately November 2013. The tiles shown in Exhibit 3 infringe Valtech’s Trade Dress, in violation of 15 U.S.C. §1125(a), because the tiles in Exhibit 3 are likely to cause and/or have caused confusion in the minds of the relevant consumers.
8. Both Defendant 18<sup>th</sup> Avenue and Defendant Toys4, their respective officers, agents, servants, employees, successors, related companies and assigns, and all those in active

concert or participation with them who receive actual notice of this Consent Judgment and Permanent Injunction by personal service or otherwise, absent a license from Valtech, are permanently enjoined and restrained from: selling, distributing, offering for sale, advertising, or otherwise transferring any toy magnetic tiles in the form shown in Exhibits 2 or 3 hereto that give rise to a likelihood of confusion, mistake, deception, or dilution with respect to Valtech's Trade Dress.

9. Each party to this Consent Judgment and Permanent Injunction shall bear its own costs and attorney's fees. No damages, accounting, or other monetary relief is awarded to any party except as set forth in the Settlement Agreement.

SO ORDERED:

Dated: 4/11/2016

A handwritten signature in black ink, reading "Charles P. Kocoras". The signature is written in a cursive, flowing style. The first name "Charles" is written in a larger, more prominent script, followed by "P." and "Kocoras". The signature is positioned above a horizontal line.

The Honorable Charles P. Kocoras  
United States District Judge

CONSENT OF DEFENDANT 18<sup>TH</sup> AVENUE

Defendant 18<sup>th</sup> Avenue consents to the entry of the foregoing judgment and injunction,  
and waives all rights to appeal.

18<sup>th</sup> Avenue Toys Ltd.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

Approved:

Dated: \_\_\_\_\_

\_\_\_\_\_  
William L. Niro  
Christopher W. Niro  
Niro Law Group, LLC  
135 S. LaSalle Street, Suite 3025  
Chicago, IL 60603

Attorneys for Defendant 18<sup>th</sup> Avenue Toys Ltd.

CONSENT OF DEFENDANT TOYS4

Defendant Toys4 consents to the entry of the foregoing judgment and injunction, and waives all rights to appeal.

Toys4USA Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

Approved:

Dated: \_\_\_\_\_

\_\_\_\_\_  
William L. Niro  
Christopher W. Niro  
Niro Law Group, LLC  
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Chicago, IL 60603

Attorneys for Defendant Toys4USA Inc.